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December 10, 2007

RECEIVED

DEC 10 2007

PUBLIC SERVICE
COMMISSION

HAND DELIVERY

Elizabeth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

Re: Petition of Ballard Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, Case No. 2006-00215

Petition of Brandenburg Telephone Company For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Celco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996, Case No. 2006-00288

Petition of Duo County Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Celco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996 Case No. 2006-00217

**Petition of Foothills Rural Telephone Cooperative Corporation, Inc., For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996
Case No. 2006-00292**

Petition of Gearheart Communications Inc. d/b/a Coalfields Telephone Company, For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996, Case No. 2006-00294

Petition of Logan Telephone Cooperative Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, Case No. 2006-00218

**Petition of Mountain Rural Telephone Cooperative Corporation, Inc., For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996
Case No. 2006-00296**

Petition of North Central Telephone Cooperative Corporation, For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular Corporation f/k/a ACC Kentucky License LLC, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996, Case No. 2006-00252

**Petition of Peoples Rural Telephone Cooperative Corporation, Inc., For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996
Case No. 2006-00298**

Petition of South Central Rural Telephone Cooperative Corporation, Inc., For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996, Case No. 2006-00255

Petition of Thacker-Grigsby Telephone Company, Inc., For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996 Case No. 2006-00300

Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, Case No. 2006-00220

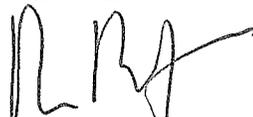
Dear Ms. O'Donnell:

We are local counsel to T-Mobile USA, Inc., Powertel/Memphis, Inc., and T-Mobile Central LLC ("T-Mobile"); and Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated, and Kentucky RSA No. 1 Partnership ("Verizon Wireless") in the referenced proceedings. Pursuant to the Commission's orders issued on December 5, 2007, November 9, 2007, March 19, 2007 and December 22, 2006, T-Mobile and Verizon Wireless respectfully submit this filing in support of their conforming interconnection agreements. Enclosed and hereby filed with the Commission in connection with the above-referenced matters please find ten copies of a Filing in Support of Conformed Interconnection Agreements and two copies of each agreement being filed for T-Mobile and Verizon Wireless. Please place your file-stamp on the extra copy.

Please do not hesitate to contact me if you have any further questions with regard to this matter.

Very truly yours,

STOLL KEENON OGDEN PLLC



Douglas F. Brent

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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DEC 10 2007

PUBLIC SERVICE
COMMISSION

In the Matter of:

Petition of Ballard Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996)	Case No. 2006-00215
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Petition of Duo County Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996)	Case No. 2006-00217
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Petition of Logan Telephone Cooperative Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996)	Case No. 2006-00218
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Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996)	Case No. 2006-00220
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**FILING OF T-MOBILE AND VERIZON WIRELESS IN SUPPORT OF
CONFORMED INTERCONNECTION AGREEMENTS**

Pursuant to the Commission's orders issued on December 5, 2007, November 9, 2007 ("*November 9 Order*"), March 19, 2007 ("*March 19 Order*") and December 22, 2006 ("*Dec. 22 Order*"), T-Mobile USA, Inc., Powertel/Memphis, Inc., and T-Mobile Central LLC ("T-Mobile"); and Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated, and Kentucky RSA No. 1 Partnership ("Verizon Wireless") respectfully submit this filing in support of their conforming interconnection agreement ("ICA").

A. Preparation of Conformed Agreements and Current Disputes

During the week of November 12, counsel for Verizon Wireless and T-Mobile worked with counsel for the RLECs to prepare conformed agreements reflecting the Commission's *November 9 Order*. Those discussions led to an agreement between the parties as to what rates, terms and conditions those conformed agreements would include.¹ Based on that agreement, Verizon Wireless and T-Mobile proceeded to execute final agreements. In addition, the parties made a joint filing with the Commission on November 28 seeking an extension to address the "mechanics" of having all agreements circulated and signed.

On December 6, Verizon Wireless and T-Mobile received by email from Mr. Selent final agreements that included a new contract term and modified traffic factors. The new term read as follows:

Notwithstanding the foregoing, if a Party has evidence that the traffic factors set forth in Appendix A to this Agreement do not approximate actual traffic patterns, that Party shall present such evidence to the other Party and, as necessary, to the Commission. The Parties will adjust the traffic factors to be consistent with the

¹ As discussed below, there are two Verizon Wireless agreements and two T-Mobile agreements which involve (or will involve) direct connections, and so further discussions were occurring with regard to that implementation language.

factual evidence presented. To the extent that the Parties cannot reach agreement on the modification to the traffic factors to reflect the factual evidence, the Parties shall resolve such disagreement before the Commission.

The RLECs had changed the land-to-mobile traffic factors on Appendix A from 65-35 to 100-0 in 10 Verizon Wireless agreements, and from 70-30 to 100-0 in 9 T-Mobile agreements. Verizon Wireless and T-Mobile have been provided with no evidence that the actual traffic is (or will be) 100% generated by Verizon Wireless and T-Mobile and 0% generated by these RLECs, nor have Verizon Wireless and T-Mobile agreed to the new term or the modified language. Counsel for Verizon Wireless and T-Mobile requested that the RLECs seek another extension of time to file conformed agreements to allow the parties to conduct further discussions regarding this new issue raised by the RLECs, but the RLECs indicated that they intended to file their version of the conformed agreements on December 10.

Verizon Wireless and T-Mobile are filing conformed agreements that reflect the language agreed to by the parties in November, and that incorporate the Commission's *November 9 Order*. The Commission stated very clearly that "the traffic factors proposed by the CMRS Providers should be utilized at this time." *November 9 Order*, p. 12. The conformed agreements being filed by Verizon Wireless and T-Mobile contain the traffic factors approved by the Commission, while many of the RLECs' proposed agreements do not.

Verizon Wireless and T-Mobile understood the *November 9 Order* to provide parties with an opportunity, in the future, to provide evidence to each other and the Commission for the purpose of modifying traffic factors on a going-forward basis. That should be done after the conformed agreements are implemented, and after the dialing parity provisions in the contract are fully implemented. The *November 9 Order* simply cannot be read to allow factors approved by the Commission to be changed (retroactive to January 1, 2007) unilaterally by a party. This

is the third time that the Commission has ordered that the parties use the traffic factors developed by the CMRS Providers, and the third time the RLECs have resisted filing an agreement that conforms to the Commission's arbitration decision.²

The RLECs have suggested that traffic factors of 100-0 are appropriate when the CMRS providers do not have number blocks within rate centers that have local calling from the RLECs' rate centers. In their view, the lack of number blocks means there would be no land-to-mobile traffic that is subject to reciprocal compensation. The RLECs have presented no evidence of this, and their assumption is faulty. The advent of wireless local number portability means that a wireless carrier does not need a number block to obtain a customer in a local calling area. The RLECs simply cannot support their claim that Verizon Wireless and T-Mobile have no customers with local numbers, so their proposed 100%-0% factors cannot be accepted.

B. Documents Being Filed

There are 24 documents being filed at this time, 12 by Verizon Wireless and 12 by T-Mobile. Twenty of these agreements are identical except for rates, factors and company contact information. The other four agreements have additional modifications that should be noted.

Verizon Wireless-Ballard - Verizon Wireless and Ballard have agreed to implement a direct interconnection. The agreement identifies the interconnection point ("IP") on Appendix A as directed by Section 4.1.1 ("The IP(s) will be set forth in Appendix A."). The identified IP is at a location where Verizon Wireless currently is connected with Ballard for purposes of cell site backhaul. As such, this is a technically feasible point of connection within Ballard's area, and Verizon Wireless is entitled to establish an IP at that point in accordance with Section 4.1.1 of the agreement, and the parties have agreed to a modify the allocation of facilities costs based on

² It is worth noting that the RLECs did not seek rehearing of the *November 9 Order*.

this IP location. The agreement filed by the RLECs between Verizon Wireless and Ballard does not reflect the parties' agreement regarding direct interconnection.

Verizon Wireless-West Kentucky - Verizon Wireless and West Kentucky have agreed to implement a direct interconnection. The agreement identifies the interconnection point ("IP") on Appendix A as directed by Section 4.1.1 ("The IP(s) will be set forth in Appendix A."). The identified IP is at a location where Verizon Wireless currently is connected with West Kentucky for purposes of cell site backhaul. As such, this is a technically feasible point of connection within West Kentucky's area, and Verizon Wireless is entitled to establish an IP at that point in accordance with Section 4.1.1 of the agreement. The agreement filed by the RLECs between Verizon Wireless and West Kentucky does not reflect the parties' agreement regarding direct interconnection.

T-Mobile – Brandenburg – T-Mobile and Brandenburg currently operate under an interconnection agreement that is being superseded by the conformed agreement in this case. In conjunction with the prior agreement the parties have maintained a direct interconnection. The conformed agreement identifies the IP on Appendix A as being at the same location as the IP under the existing agreement. T-Mobile understands that this will require no modification to the facilities, although the pricing of facilities provided by Brandenburg will change. The agreement filed by the RLECs between T-Mobile and Brandenburg does not reflect the parties' agreement regarding direct interconnection. In addition, T-Mobile has added language referring to the existing agreement that is being superseded by the conformed agreement (section 2.2).

T-Mobile – South Central – T-Mobile and South Central currently operate under an interconnection agreement that is being superseded by the conformed agreement in this case. In conjunction with the prior agreement the parties have maintained a direct interconnection. The conformed agreement identifies the IP on Appendix A as being at the same location as the IP under the existing agreement. T-Mobile understands that this will require no modification to the facilities, although the pricing of facilities provided by South Central will change. The agreement filed by the RLECs between T-Mobile and South Central does not reflect the parties' agreement regarding direct interconnection. In addition, T-Mobile has added language referring to the existing agreement that is being superseded by the conformed agreement (section 2.2).

The following chart summarizes the agreements being filed:

<u>CMRS Provider</u>	<u>LEC</u>	<u>Disputed traffic factor?</u>	<u>Direct Connect Language?</u>	<u>Executed?³</u>	<u>Superseding language in § 2.2?</u>
Verizon Wireless	Ballard	No	Yes	No	No
Verizon Wireless	Brandenburg	Yes	No	Yes	No
Verizon Wireless	Duo	Yes	No	Yes	No
Verizon Wireless	Foothills	Yes	No	Yes	No
Verizon Wireless	Gearhart	Yes	No	Yes	No
Verizon Wireless	Logan	Yes	No	Yes	No
Verizon Wireless	Mountain Rural	Yes	No	Yes	No
Verizon Wireless	North Central	Yes	No	Yes	No

³ There are two agreements that have not been executed by Verizon Wireless as of this filing date, and two agreements that have not been executed by T-Mobile. Signature pages will be obtained and filed. None of these agreements has been signed by the applicable RLEC.

<u>CMRS Provider</u>	<u>LEC</u>	<u>Disputed traffic factor?</u>	<u>Direct Connect Language?</u>	<u>Executed?⁴</u>	<u>Superseding language in § 2.2?</u>
Verizon Wireless	Peoples	Yes	No	Yes	No
Verizon Wireless	South Central	Yes	No	Yes	No
Verizon Wireless	Thacker-Grigsby	Yes	No	Yes	No
Verizon Wireless	West Kentucky	No	Yes	No	No
T-Mobile	Ballard	Yes	No	Yes	No
T-Mobile	Brandenburg	No	Yes	No	Yes
T-Mobile	Duo	Yes	No	Yes	No
T-Mobile	Foothills	Yes	No	Yes	No
T-Mobile	Gearhart	No	No	Yes	No
T-Mobile	Logan	Yes	No	Yes	No
T-Mobile	Mountain Rural	Yes	No	Yes	No
T-Mobile	North Central	Yes	No	Yes	No
T-Mobile	Peoples	Yes	No	Yes	No
T-Mobile	South Central	No	Yes	No	Yes
T-Mobile	Thacker-Grigsby	Yes	No	Yes	No
T-Mobile	West Kentucky	Yes	No	Yes	No

⁴ There are two agreements that have not been executed by Verizon Wireless as of this filing date, and two agreements that have not been executed by T-Mobile. Signature pages will be obtained and filed. None of these agreements has been signed by the applicable RLEC.

C. Reservation of Rights

T-Mobile and Verizon Wireless note that they have drafted or agreed to conformed language even where the Commission ruled in favor of the RLECs. By doing so T-Mobile and Verizon Wireless have not waived their respective positions and reserve all rights to challenge the ultimate approval of that language and to appeal any adverse rulings in accordance with 47 U.S.C. § 252(e)(6).

Dated: December 10, 2007

By: s/ Douglas F. Brent

Kendrick R. Riggs

Douglas F. Brent

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VERIZON WIRELESS, GTE WIRELESS OF
THE MIDWEST INCORPORATED, AND
KENTUCKY RSA NO. 1 PARTNERSHIP
("VERIZON WIRELESS")

Dated: December 10, 2007

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KENTUCKY RSA NO. 1 PARTNERSHIP
("VERIZON WIRELESS")

CERTIFICATE OF SERVICE

This is to certify that a copy of the FILING OF T-MOBILE AND VERIZON WIRELESS IN SUPPORT OF CONFORMED INTERCONNECTION AGREEMENTS was served on the parties listed below by hand delivery, electronic mail (as indicated) or by depositing in the United States mail, first class and postage prepaid, on the 10th day of December, 2007.

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A handwritten signature in black ink, appearing to read "H. N. McTyeire, V", is written above a solid horizontal line.